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Attorney for Plaintiff NORIEL ADRICULA

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

10 NORIEL ADRICULA

CASE NO.: 5:14-CV-02222

**Plaintiff**

[The Honorable Edward J. Davila]

13 || v

**STIPULATED DISMISSAL WITH  
PREJUDICE PURSUANT TO FED. R. OF  
CIV. P. 41(a)(1)(A)(ii)**

15 PNC BANK NATIONAL ASSOCIATION,  
and DOES 1-10, inclusive.

Action Filed: 04/01/14

**Defendant(s).**

18 TO THE HONORABLE JUDGE EDWARD J. DAVILA: Plaintiff, Noriel Adricula  
19 (hereinafter, the "Plaintiff") and PNC BANK NATIONAL ASSOCIATION, (hereinafter, the  
20 "Defendant") (or, referred to collectively as the "Parties"), by and through their respective  
21 attorneys of record, hereby stipulate to the dismissal of this action with prejudice pursuant to  
22 FRCP Rule 41 (a)(1)(A)(ii). Pursuant to Rule 41(a)(1)(A) (ii), a "plaintiff may dismiss an  
23 action without court order by filing . . . a stipulation signed by all parties who have  
24 appeared."<sup>1</sup>

<sup>26</sup> <sup>1</sup> Voluntary dismissals filed pursuant to this rule allow the parties to bypass the court and  
<sup>27</sup> effectuate dismissals without court order. Thus, a properly filed stipulated dismissal made  
<sup>28</sup> pursuant to Rule 41(a)(1)(ii) is effective automatically and does not require judicial approval.  
See, e.g., Hester Indus., Inc. v. Tyson Foods, Inc., 160 F.3d 911, 916 (2d Cir. 1998) and cases  
cited therein.)

**RECITALS**

- 1        2. On April 1, 2014, Plaintiff filed this case in the Superior Court, County of Santa Clara,  
2        3 with case number 114CV263046 assigned. (Hereinafter, the "Action.")  
4  
5        2. On May 14, 2014, Defendant filed a Notice of Removal and removed the Action to the  
6        5 instant court.  
7  
8        3. On June 3, 2014, and July 8, 2014, Plaintiff and Defense counsel participated in ADR  
9        8 phone conferences.  
10      4. On or about September 1, 2014, the Parties agreed in principal to a settlement.  
11  
12      5. Accordingly, the undersigned Parties hereby represent that they have entered into a  
13        12 settlement agreement which has resolved all controversies to their mutual satisfaction.

14            WHEREFORE, the Parties hereby agree to dismiss the instant case with prejudice  
15 pursuant to Rule 41(a)(1)(A)(ii) with each party to bear their own attorneys' fees and costs in  
16 accordance with the terms of the Agreement between the Parties.

17  
18 Dated: September 16, 2014

FARSAD LAW OFFICE, P.C.

19            /s/ Arasto Farsad

20            By: Arasto Farsad  
21            Attorneys for Plaintiff  
22            NORIEL ADRICULA

23 Dated: September 16, 2014

WOLFE & WYMAN LLP

24            /s/ Meagan S. Tom

25            By: Meagan S. Tom  
26            Meagan S. Tom  
27            Attorneys for Defendant  
28            PNC BANK, N.A. (erroneously sued as "PNC BANK  
                  NATIONAL ASSOCIATION")

1 I hereby attest that I have on file all holographic signatures corresponding to any signatures  
2 indicated by a conformed signature (/S/) within this e-filed documen

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